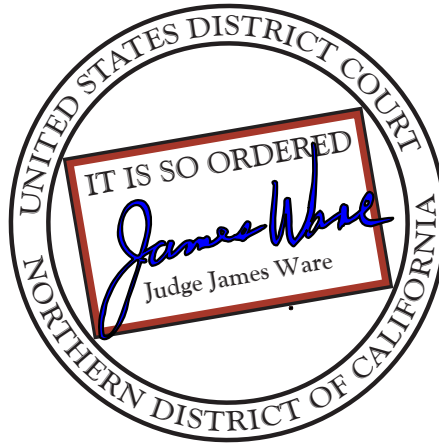


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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IRINA VLADIMIROVNA ASTAFIEVA,  
Plaintiff,

v.

MICHAEL CHERTOFF, Secretary of the  
Department of Homeland Security  
Defendants.

No. C 06-4820 JW (PVT)

STIPULATION AND [PROPOSED] ORDER  
APPROVING COMPROMISE  
SETTLEMENT

Hearing Date: September 24, 2007  
Time: 9:00 a.m.

IT IS HEREBY STIPULATED by and between Plaintiff Irina Vladimirovna Astafieva and remaining Defendant Michael Chertoff, Secretary of the Department of Homeland Security, by and through his attorneys of record as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein and ask that the Court vacate the September 24, 2007 hearing date on Plaintiff's motion for fees.

2. Defendant agrees to pay to Plaintiff Astafieva the sum of Three Thousand Dollars and no cents (\$3,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen injuries, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit.

Stipulation and [Proposed] Order Approving Compromise Settlement  
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3. Plaintiff and her heirs, executors, administrators or assigns hereby agree to accept the sum listed in paragraph 2 in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen injuries, which she may have or hereafter acquire against Defendants and his agencies, agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit. Plaintiff and her heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless Defendant and his agencies, agents, servants or employees from any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff or her heirs, executors, administrators or assigns against any third party or against Defendant.

4. This stipulation for compromise settlement shall not constitute an admission of liability or fault on the part of Defendant, his agencies, agents, servants, or employees, and is entered into by the parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

5. This Agreement may be pled as a full and complete defense to any subsequent action or other proceeding involving any person or party which arises out of the claims released and discharged by the Agreement.

6. It is also agreed, by and among the parties, that the settlement amount of Three Thousand Dollars and no cents (\$3,000.00) to Irina Astafieva represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by Plaintiff will be paid out of the settlement amount and not in addition thereto.

7. In consideration of this Agreement and following the payment of the foregoing amount thereunder, the parties agree to dismiss with prejudice this lawsuit.

8. Plaintiff has been informed that payment may take forty-five days or more to process, but Defendant agrees to make good faith efforts to expeditiously process said payment.

9. The parties agree that should any dispute arise with respect to the implementation of the Stipulation and [Proposed] Order Approving Compromise Settlement

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terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue her original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the Agreement in district court. The parties agree that the Court will retain jurisdiction over this matter for the purposes of enforcing this Agreement.

10. This instrument shall constitute the entire Agreement between the parties, and it is expressly understood and agreed that the Agreement has been freely and voluntarily entered into by the parties hereto with the advice of counsel, who have explained the legal effect of this Agreement. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Agreement. This Agreement may not be altered, modified or otherwise changed in any respect except by writing, duly executed by all of the parties or their authorized representatives.

Dated: September 21, 2007

/s/  
IRINA ASTAFIEVA  
Plaintiff

KEROSKY AND ASSOCIATES LAW OFFICE

Dated: September 25, 2007

/s/  
CHRISTOPHER KEROSKY  
Attorney for Plaintiff

SCOTT N. SCHOOLS  
United States Attorney

Dated: September 25, 2007

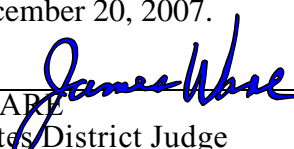
/s/  
ILA C. DEISS  
Assistant United States Attorney

### **ORDER**

APPROVED AND SO ORDERED.

The parties shall file their Stipulated Dismissal by December 20, 2007.

Dated: October 22, 2007

  
JAMES WARE  
United States District Judge

Stipulation and [Proposed] Order Approving Compromise Settlement  
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